



## PROVIDER AGREEMENT

State Form 51396 (R2/1-08) / Part of State Publication 286  
Indiana State Department of Health

By execution of this Agreement, the undersigned entity ("*Provider*") requests enrollment as a Provider in Indiana State Department of Health (*ISDH*) Programs. As an enrolled Provider in ISDH Programs, the undersigned entity agrees to provide ISDH Program-covered services and/or supplies to ISDH participants. As a condition of enrollment, Provider agrees to the following:

1. To comply with all federal and state statutes and regulations pertaining to ISDH Programs, as they may be amended from time to time.
2. To meet, on a continuing basis, the state and federal licensure, certification or other regulatory requirements.
3. To notify ISDH within ten (10) days of any change in the status of Provider's license, certification, or permit to provide its services to the public in the State of Indiana.
4. To give written notice to ISDH by completion of "Billing Provider Update Form", at least sixty (60) days before the effective date of the change for any of the following: name (*legal name*), DBA (*doing business as*), name as registered with the Secretary of State, address (*service location*), pay to, mail to, or home office address, Federal tax ID number(s), or change in providers direct or indirect ownership, interest or controlling interest.
5. To provide ISDH Program-covered services and/or supplies pursuant to all applicable Federal and State statutes and regulations.
6. To safeguard information about ISDH Program participants including at a minimum:
  - a. name, address, and social and economic circumstances;
  - b. medical services provided;
  - c. medical data, including diagnosis and past history of disease or disability;
  - d. any information received in connection with the identification of legally liable third party resources.
7. To release information about ISDH Program participants only to the ISDH, only when in connection with payment issues surrounding providing services for participants.
8. To maintain a written contract with all subcontractors which fulfills the requirements that are appropriate to the service or activity delegated under the subcontract. No subcontract, however, terminates the legal responsibility to assure that all activities under this contract are carried out.
9. To submit claims for services rendered by the Provider or employees of the provider and not to submit claims for services rendered by contractors unless the Provider is a health care facility (*such as hospital, ICF-MR, or nursing home*), or a government agency with a contract that meets the requirements described in Item 8 of this Agreement. Health care facilities and government agencies may, under circumstances permitted in federal law, subcontract with other entities or individuals to provide ISDH Program services rendered pursuant to this Agreement.
10. To abide by the ISDH Program Provider Manual, as amended from time to time, as well as all provider bulletins and notices. Any amendments to the ISDH Program Provider Manual, as well as provider bulletins and notices, communicated to Provider shall be binding upon receipt. Receipt of amendments, bulletins and notices by Provider shall be presumed when mailed to the billing Provider's current "mail to" address on file with ISDH.
11. To submit timely billing in arrears on ISDH approved claim forms or electronically via Electronic Data Interchange (EDI), as outlined in the ISDH Program Provider Manual, bulletins, and banner pages, in an amount no greater than Provider's usual and customary charge to the general public for the same service.
12. To be individually responsible and accountable for the completion, accuracy, and validity of all claims filed under the provider number issued, including claims filed by the Provider, the Provider's employees, or the Provider's agents. Provider understands that the submission of false claims, statements, and documents or the concealment of material fact may be prosecuted under the applicable Federal and/or State law.

13. To submit claim(s) for ISDH reimbursement only after first exhausting all other sources of reimbursement as required by the ISDH Provider Manual, bulletins, and banner pages.
14. To submit claim(s) for ISDH reimbursement utilizing the appropriate claim forms and codes as specified in the ISDH Provider Manual, bulletins and notices.
15. To submit claims that can be documented by Provider as being strictly for:
  - a. medically necessary medical assistance services;
  - b. medical assistance services actually provided to the person in whose name the claim is being made; and
  - c. compensation that Provider is legally entitled to receive.
16. To accept payment as payment in full, the amounts determined by ISDH as the appropriate payment, for ISDH Program covered services provided to ISDH Program participants. Provider agrees not to bill participants, or any member of a participant's family, for any additional charge for ISDH Program covered services.
17. The Provider hereby agrees to remove from collections any participant that has been wrongfully identified as delinquent within 5 business days of notice from ISDH.
18. To refund within fifteen (15) days of receipt, to ISDH any duplicate or erroneous payment received.
19. To make repayments to ISDH, or arrange to have future payments from the ISDH withheld, within sixty (60) days of receipt of notice from ISDH that an investigation or audit has determined that an overpayment to Provider has been made. A hospital licensed under *IC 16-21* has one hundred eighty (180) days to repay.
20. To fully cooperate with federal and state officials and their agents as they conduct periodic inspections, reviews and audits.
21. Obtain Prior Authorization for certain designated services for participants of various Programs of the ISDH. Failure to obtain a Prior Authorization, when required, will result in denial of payment and the participant/family may not be billed for the unauthorized services. A Prior Authorization confirms medical necessity and its relationship to an eligible medical diagnosis, but is not a guarantee of payment. Non-emergency designated services should not be provided until Prior Authorization approval is received from ISDH. Charges for services provided while their Prior Authorization determination is pending, will be the provider responsibility, in the event that authorization is denied by ISDH. Authorization of emergency services must be requested within five (5) days of services being provided.
22. CSHCS must be billed for all services provided to participants and participant/family may not be billed directly.
23. Payment will be based upon the Medicaid rate, in accordance with state statutes and regulations. Payment as determined by the CSHCS Program shall be accepted as payment in full. Balances cannot be billed to the family.
24. To cease any conduct that ISDH or its representative deems to be abusive of the ISDH Program.
25. To promptly correct deficiencies in Provider's operations upon request by ISDH.
26. To cooperate with ISDH or its agent in the application of utilization controls as provided in federal and state statutes and regulations as they may be amended from time to time.
27. To comply with civil rights requirements as mandated by federal and state statutes and regulation by ensuring that no person shall, on the basis of race, color, national origin, ancestry, disability, age, sex, religion or sexual orientation, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination in the provision of a ISDH Program-covered service.
28. To abide by and agree to the terms and conditions set out in Schedule A (*Certification Statement for Providers Submitting Claims*), which is incorporated herein by reference.
29. To furnish to ISDH or its agent, as a prerequisite to the effectiveness of this Agreement, the information set out in Schedules B and C to this Agreement, which are incorporated herein by reference, and to update this information, when it changes.
30. To abide by and agree to the terms and conditions set out in the various addenda applicable to the ISDH Programs, with which the provider participates, which are incorporated herein by reference.

31. That this Agreement may be terminated as follows:

- a. By ISDH for Provider's breach of any provision of this Agreement as determined by ISDH; or
- b. By ISDH, or by Provider, upon thirty day (30) written notice.

32. That this Agreement has not been altered, and upon execution by provider & approval by ISDH, supersedes and replaces any Provider Agreement previously executed with ISDH, by the Provider.

THE UNDERSIGNED, BEING THE PROVIDER OR HAVING THE SPECIFIC AUTHORITY TO BIND THE PROVIDER TO THE TERMS OF THIS AGREEMENT, AND HAVING READ THIS AGREEMENT AND UNDERSTANDING IT IN ITS ENTIRETY, HEREBY AGREES, BOTH INDIVIDUALLY AND ON BEHALF OF THE PROVIDER AS A BUSINESS ENTITY, TO ABIDE BY AND COMPLY WITH ALL THE STIPULATIONS, CONDITIONS, AND TERMS SET FORTH HEREIN.

FURTHER, THE UNDERSIGNED HEREBY BINDS ALL SUCCESSORS, ASSOCIATES AND ASSIGNEES TO THE STIPULATIONS SET FORTH IN THIS AGREEMENT.

### **Provider-Authorized Signature – All Schedules**

**NOTE - The owner or an authorized officer of the business entity must complete this section.**

I certify, under penalty of law, that the information stated in Schedules B and C is correct and complete to the best of my knowledge. I am aware that, should an investigation at any time indicate that the information has been falsified, I may be considered for suspension from the program and/or prosecution for Fraud. I hereby authorize the Indiana State Department of Health to make any necessary verifications of the information provided herein, and further authorize and request each educational institution, medical/license board or organization to provide all information that may be required in connection with my application for participation in the Indiana State Department of Health Programs.

Provider DBA Name \_\_\_\_\_

Officer Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Telephone Number \_\_\_\_\_

NOTE: Failure to complete this section will result in ISDH returning the application for incomplete information.